



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code PROVISI289	Dept. SC	Dept. A	Contract Number 01-525 (a) A-3																										
County Department Transitional Assistance Department			Dept. Orgn.	Contractor's License No.																										
County Department Contract Representative Charlye Griffin			Telephone (909) 388-0214	Total Contract Amount \$100,000.00																										
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other:																														
If not encumbered or revenue contract type, provide reason:																														
Commodity Code		Contract Start Date July 1, 2001	Contract End Date June 30, 2004	Original Amount	Amendment Amount																									
Fund AAA	Dept. DPA	Organization CNP	Appr. 300	Obj/Rev Source 3120	GRC/PROJ/JOB No.	Amount																								
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount																								
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount																								
Project Name Transitional Assistance Department ABE/GED Contract Type – 1			Estimated Payment Total by Fiscal Year <table border="1"><thead><tr><th>FY</th><th>Amount</th><th>I/D</th><th>FY</th><th>Amount</th><th>I/D</th></tr></thead><tbody><tr><td>_____</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr></tbody></table>				FY	Amount	I/D	FY	Amount	I/D	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
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THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Transitional Assistance Department (TAD), hereinafter called the County, and

Name

Provisional Educational Services, Inc.

hereinafter called

Contractor

Address

P.O. Box 7100

San Bernardino, CA 92407

Phone

Birth Date

(909) 887-7002 ext 101

Federal ID No. or Social Security No.

N/A

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 3:

It is hereby agreed to amend Contract #01-525 (a) between the County and Contractor as follows:

All references to Jobs and Employment Services Department (JESD) are replaced by Transitional Assistance Department (TAD).

I. CONTRACT SPECIFICATIONS

Paragraph A to read as amended:

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: Provisional Educational Services, Inc.
P.O. Box 7100
San Bernardino, CA 92407

County: County of San Bernardino
Human Services System
Attn: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

County (***Insurance Information Only***):
County of San Bernardino
c/o Insurance Data Services
P.O. Box 12010 – CB
Hemet, CA 92546-8010

II. TERM OF CONTRACT

Section to read as amended:

The contract is effective as of July 1, 2001, and is being extended from its amended expiration date of June 30, 2003, to expire on June 30, 2004, but may be terminated earlier in accordance with the following provisions:

- A. The County may terminate the Contract immediately under the provisions of Section VII, Paragraph B of this Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant County Administrator – Human Services System is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.

IV. CONTRACTOR SCOPE OF WORK

Paragraph C to read as amended:

C. Approved Training/Services (Benchmark Payments)

Contractor shall be paid in Benchmark Payments for the training services listed below:

Training/Services	Training Hours	Schedule	Total Cost per Participant
ABE	Varies	Varies	\$1,000.00
GED	Varies	Varies	\$1,000.00

IX. FISCAL PROVISIONS

Paragraph E is deleted in its entirety.

X. PELL GRANTS AND OTHER EDUCATIONAL ASSISTANCE FUNDS

Section is deleted in its entirety.

XI. INDEMNIFICATION AND INSURANCE

Section to read as amended:

A. Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. Indemnification - The Contractor agrees to indemnify, defend, and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.
2. Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with minimum limits as shown:
 - a. Worker's Compensation - A program of Workers' Compensation insurance or a State-approved Self Insurance Program in amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the consultant and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage of owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

3. Additional Named Insured - All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
4. Waiver of Subrogation Rights - Except for Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above-required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
5. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
6. Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.
7. Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.
8. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

XII. CHILD SUPPORT COMPLIANCE PROGRAM

Section is deleted in its entirety.

All other terms and conditions of this Agreement remain in full effect.

COUNTY OF SAN BERNARDINO

Provisional Educational Services, Inc.
(Print or type name of corporation, company, contractor, etc.)

Dennis Hansberger, Chairman, Board of Supervisors

By _____
(Authorized signature – sign in blue ink)

Dated _____

Name _____
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD
Clerk of the Board of Supervisors
of the County of San Bernardino.

Title _____
(Print or Type)

Dated _____

By _____
Deputy

Address _____
P.O. Box 7100
San Bernardino, CA 92407

Approved as to Legal Form
► _____
Julie Surber, County Counsel
Date _____

Reviewed by Contract Compliance
► _____
Lori Ciabattini, HSS Contracts Unit
Date _____

Presented to BOS for Signature
► _____
Linda Haugan, Director
Date _____

Auditor/Controller-Recorder Use Only	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

